

**BID /TENDER/OFFER FORM for E-Auction Sale (Annexure 4)**

**JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED**

**CIN: U67190MH2007PLC174287**

**Regd. Office: 7<sup>th</sup> Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400025**

**Zonal/Regional/Branch Office: - \_\_\_\_\_**

**Tender Form**

1. Reference: Public Notice for E- Auction Sale of immovable property advertised in the Newspaper  
Dated:

2. Name of the Borrower in respect of which the tender is invited: Mr./Mrs

Chandrakant Kedari.

3. Name of the offeror/tenderer: Viraj Pandey, Omprakash Pandey.

4. Full Address of offeror/tenderer: C-316, Sagar Park, Anant Nagar  
Mumbai - 400086.

5. Earnest Money Deposit (EMD): ₹/-

6. Details of Pay order/Demand Draft Submitted: -

Pay order/Demand Draft No.: 000075 /Date: 19/8/2024.

Amount: ₹ 766260 /- (Rupees \_\_\_\_\_)

/Drawn on CoSmod Bank

7. Details of immovable property/Secured Asset and the details as given in the public notice for E-  
Auction sale for which tender is submitted: -

a) Property Bearing No: 702, Rikha Apartment, Ghatkopar (W)  
Mumbai - 400086.

Offer/Bid Amount: ₹ 766260 /-  
(Rupees \_\_\_\_\_)

**Declaration**

I have read the terms & conditions specified in the Public Notice for E-Auction Sale of the above-  
mentioned Immovable Property/ Secured Asset and the terms & conditions mentioned in this tender form  
and have understood the same.

Place: Mumbai  
Date: 20/8/2024.

Name: Viraj Pandey  
Omprakash Pandey

**Signature of Bidder/offeror**

**JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED**

**CIN: U67190MH2007PLC174287**

**Regd. Office: 7<sup>th</sup> Floor, Energy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400025**

Piramal Capital and Housing Finance Limited (“Original Lender”) has assigned the financial assets pertaining to the Borrower, viz. the aforesaid Loans, along with the underlying security interest created thereof and all its rights, titles, and interest therein, including but not limited to mortgage over the Secured Assets, in favour of JM Financial Asset Reconstruction Company Limited, acting in its capacity as trustee of Aranya – Trust (“JMFARC”) vide registered assignment agreement dated March 29, 2023, in terms of Section 5 of the SARFAESI Act.

**AND WHEREAS**, thereafter, JMFARC appointed Piramal Capital & Housing Finance Limited as its collection, servicing and processing agent vide collection, servicing and processing agency agreement dated March 29, 2023 to manage, administer, collect and receive payment of the receivables in connection with the Borrower and to provide certain other services as mentioned therein

**TERMS AND CONDITIONS OF THE AUCTION:**

The sale shall be subject to the terms & conditions as described below-

1. In no case, the asset shall be sold below the reserve price.
2. In case of single bidder, auction shall commence at one increment above the Reserve Price with a minimum amount of Rs. 10,000/- for property upto 3Cr. RP & More than 3 Cr. minimum bid increment amount will be Rs. 1,00,000/- and in case of multiple bidders they shall be free to bid among themselves by improving their offer with minimum incremental amount stated herein above.
3. Auction/bidding shall only be by “online electronic mode” in the “AUCTION BID FORM” through the online platform of the service provider duly authorized by JMFARC, the details of same to be referred in the Paper Publication.
4. Participation in the bid shall be deemed to be acceptance of the terms and conditions specified herein as also in terms and conditions as mentioned in the Auction Notice by the intending bidder/offeree.
5. Intending bidders/offerees shall hold a valid e-mail address. E-auction bid document containing e-auction bid form, declaration, general terms and conditions of online auction sale are available on the website <https://www.jmfinancialarc.com/Home/AssetsForSale>.
6. Due care has been taken to include adequate particulars/details of Secured Assets in the Schedule. The Authorized Officer shall not be answerable for any error, misstatement or omission in the proclamation.
7. Bids should be submitted along with the declaration, scanned copies of Photo ID, preferably PAN Card and address proof documents i.e. Voter ID/ AADHAAR / Passport etc. along with details regarding remittance of EMD like UTR Number/supportive evidence for submitting EMD amount. The EMD will not carry any interest.
8. Auction Bid form without EMD shall be rejected summarily. Incomplete Bid forms shall be rejected summarily.
9. The intending bidder(s)/offeree(s) is expected to conduct a thorough due diligence regarding the said Secured Asset(s) (including but not limited to ongoing litigations, title, documents, encumbrance, etc.), to his/her complete satisfaction before submitting the bid. It shall be presumed that the intending bidder(s)/offeree(s) has satisfied himself / herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the said Secured Assets and that the intending bidder(s)/offeree(s) concurs or otherwise admits the identity of the said Secured Assets purchased by him / her / it notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the said Secured Assets and their condition.

**Signature of Bidder/offeree**





Inspection of the Secured Asset(s) hereto will be given by the Authorized Officer and / or the authorized representative of the Authorized Officer to the intending bidder/offeree at the premises of the properties situated at the location. The intending bidder(s)/offeror(s) would be entitled to inspection of the said Secured Assets at their own costs on the appointed date and time fixed by the Authorized Officer. In the event of the intending bidder(s)/offeror(s) choosing not to take the inspection or failing to take inspection or being unable for any reason to take inspection on the date fixed for such inspection, the intending bidder(s)/offeror(s) shall be deemed to have taken inspection of the said Secured Assets and the condition in which it is and will be fixed with notice as to the condition in which the said Secured Assets actually are. The bidder(s)/ purchaser(s) shall be deemed to have full knowledge of the said Secured Assets at the time when it submits its bid, irrespective of whether or not the bidder(s)/ purchaser(s) actually conducts the due diligence. The bidders are advised in their own interest to verify the said Secured Assets being sold and verify any other dues from the respective authorities to their satisfaction before submitting the bids.

10. The property is sold on "As is where" and "As is what is" basis and the Authorized Officer or the JMFARC or any of its authorized agent acting on its behalf shall not be responsible for any charge, lien, encumbrances, or any other dues to the government or anyone else in respect of properties E-Auctioned. The Intending bidder(s)/ purchaser(s) are advised / cautioned to verify the concerned Revenue Record/ other Statutory authorities such as Sales Tax/Excise/ Income Tax etc. and shall satisfy themselves regarding encumbrance, lien, charge, statutory dues etc. before submitting the bids. Successful bidder(s)/purchaser(s) shall not be entitled to lay any claim against JMFARC or any of its authorized agent acting on its behalf in the event of any statutory dues pending against the said Secured Assets.
11. Conditional bids/offers will be treated as invalid. Likewise, correspondence about any change in the name of offer will not be entertained. Any bidder/offeree who wishes to give a fresh bid/offer for the said Secured Assets on or before the last date prescribed for submission of the bids contemplated herein, may file a fresh bid with appropriate Earnest Money Deposit.
12. The successful bidder/purchaser shall immediately, i.e., on the same day of the auction or not later than the next working day, pay a deposit of twenty-five per cent (25%) of the amount of the bid amount inclusive of the EMD, to the Authorized Officer of JMFARC, and in default of such deposit, the said Secured Assets shall be sold again. The sale of the said Secured Assets shall be confirmed by the authorized officer of JMFARC in favour of the bidder who has offered the highest bid/offer to the authorized officer. The sale of the said Property shall be confirmed in favour of the bidder who has offered the highest bid/offer to the authorized officer and shall be subject to the confirmation by JMFARC.
13. Further, the balance 75% of purchase consideration shall be paid by the successful bidder/purchaser to the Authorized Officer on or before the fifteenth day of confirmation of sale of the said Secured Assets or such extended period as may be agreed upon in writing between the successful bidder/offeree and the Secured Creditor, in any case not exceeding three months, which shall be subject to the sole discretion of JMFARC.
14. In the event of any default in payment of the aforesaid amount of balance 75% of purchase consideration within the stipulated time, or if the sale is not completed by reason of any default on the part of the successful bidder to pay the balance 75% of purchase consideration within the stipulated time, JMFARC, in its absolute discretion, and in consonance with Rule 9(5) of the said Rules shall be entitled to forfeit all the moneys paid by the successful bidder. Thereon, the said Secured Assets shall be resold and the defaulting purchaser shall forfeit to JMFARC all claim to the said Secured Assets or to any part of the sum for which it may be subsequently sold.

**Signature of Bidder/offeree**





15. In case of any settlement with borrower or stay of sale or Recovery proceeding by any Superior court/Tribunal or Forum of competent jurisdiction, the auction may either be postponed/cancelled/recalled in compliance of such order or at the discretion of JMFRAC as the case may be, without any further notice and the persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement/cancellation etc. Only those bidders holding valid user ID and Password and confirmed payment of EMD through Demand Draft shall be permitted to participate in the online e-auction. The Authorized Officer reserves the right to accept or reject any or all bids. Further, the Authorized Officer reserves the right to postpone or cancel or adjourn or discontinue the Auction or vary the terms of the Auction at any time before conclusion of the Auction process, without assigning, any reason whatsoever and his decision in this regard shall be final.
16. Meagre deposit of 25 % of the Sale Price shall not entitle the successful bidder to get the sale confirmed in his favor. Sale shall be subject to terms and conditions applicable to this e-auction notice and confirmation by the JMFRAC to that effect.
17. The EMD of unsuccessful bidder(s) shall be refunded within fifteen (15) days from the date of e-auction without any interest thereon. The Bidder will not be entitled for any interest even if the refund of EMD is delayed beyond the said period for any reason whatsoever.
18. The stamp duty, registration charges, cess, sales tax, Goods and Services Tax, Value Added Tax ("VAT") (if applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with the sale of the said Secured Assets shall be borne by the successful bidder(s)/purchaser(s).
19. During e-auction, in case any bid is placed in the last 5 minutes of the closing time of the Auction, the closing time shall automatically get extended for another 5 minutes. .
20. The Sale Certificate shall be issued to the highest successful bidder and in the same name in which the Bid is submitted.
21. In case there is any discrepancy found in Publication of Vernacular Version or English Version then in such case English Version will be considered for the purpose of interpretation. Bidding in the final minutes and seconds should be avoided in the bidders own interest. Neither JMRAC nor Service Provider will be responsible for any failure/lapse (Power failure, Internet failure or system issue etc.) on the part of the vendor. In order to prevent such situation bidders are requested to make all the necessary arrangements/alternatives such as backup power supply etc required so that they are able to prevent such situation and continue to participate in the auction successfully.
22. No Tax Deducted at Source ("TDS") shall be deducted by the successful bidder/purchaser on the purchase consideration for the Secured Asset(s) in accordance with the Notification No. 46/2016/F. No. 275/16/2016-IT(B) issued by the Central Board of Direct Taxes, Department of Revenue, Ministry of Finance dated June 17, 2016.

Date :  
Place:

**Signature of Bidder/offeror**



Covering Letter

To,

Date 20/8/2024.

The Authorised Officer

Piramal Capital & Housing Finance Limited ("Original Lender") acting in its capacity as trustee of Aranya - Trust ("JMFAEC") vide registered assignment agreement dated March 29, 2023, in terms of Section 5 of the SARFAESI Act.

.....  
Sir,

I, Mr \_\_\_\_\_,

\_\_\_\_\_ the Tenderer / Offerer / Bidder do hereby state that, I have read the terms and conditions for sale of immovable property/ secured asset mentioned in the Tender Form and Public Notice for E- Auction Sale and understood them fully. I hereby unconditionally agree to comply with and to be bound by the said terms and conditions. I hereby declare that I intend to purchase the immovable property / secured asset from JM FINANCIAL ASSET RECONSTRUCTION COMPANY LIMITED., and that the information furnished by me in the Tender Form attached herewith is true and correct to the best of my knowledge and belief.

I understand / agree that in the event any of the statement/information furnished by me is found to be incorrect and/or untrue; my tender shall be treated as invalid and liable to be rejected.

Yours faithfully,

Signature: \_\_\_\_\_

Name of Tenderer/Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: 9137439100.

Email Id: Pandey vijay 580@gmail.com.

Encl: As above pandey yuvraj 987@gmail.com.

**Signature of Bidder/Offeror**





**Declaration from Bidder/Tenderer**

To,

Date 20/ 8/ 2024

The Authorised Officer

Piramal Capital & Housing Finance Limited ("Original Lender") acting in its capacity as trustee of Aranya – Trust ("JMFARC") vide registered assignment agreement dated March 29, 2023, in terms of Section 5 of the SARFAESI Act

Sir,

This is to certify that I/We, Mr. \_\_\_\_\_

S/o \_\_\_\_\_

R/o, \_\_\_\_\_

do hereby solemnly declare that I have not directly or indirectly relation with Piramal Capital & Housing Finance Ltd. or its employee.

I further declare that I have no past interest in the property bearing no.- \_\_\_\_\_ I hereby declare that the above statement and information are correct to the best of my knowledge and belief.

I fully understand that any information furnished above, if proved incorrect or false will render me liable for any penal action or other consequences as may be prescribed in law or otherwise warranted.

Thanking You,

Yours

Sincerely,

Signature of the Bidder: 

Name in Block Letters: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile No.: 9137439100 .

